

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Omnicom Group 437 Madison Avenue New York, N.Y. 10022		2. Registration No. 1066
3. Name of foreign principal Bermuda Department of Tourism	4. Principal address of foreign principal P.O. Box 405 Hamilton HM Bx, Bermuda	

5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. Bermuda Department of Tourism

b) Name and title of official with whom registrant deals. Peter Smith
Assistant Director Marketing

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐
- Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A

Name and Title
Raymond McGovern

Signature

Raymond McGovern

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
OMNICON GROUP INC.	BERMUDA DEPARTMENT OF TOURISM

Check Appropriate Boxes:

1. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☒ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Omnicon Group Inc. advises Bermuda Department of Tourism with respect to Advertising and Marketing Plans. In addition Omnicon prepares, places and distributes, advertising and brochures in markets across the United States.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

(See 4)

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

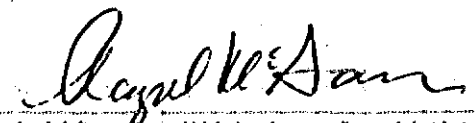
Date of Exhibit B

Name and Title

Signature

4/12/90

Raymond McGovern



*Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

DDB NEEDHAM WORLDWIDE

Advertiser

DENNIS P. BYRNES
SENIOR VICE PRESIDENT NEW YORK

EXHIBIT B

January 16, 1990

Mr. Peter Smith
Assistant Director, Marketing
Bermuda Department of Tourism
PO Box 465
Hamilton HM BX, Bermuda

Re: Bermuda/Agency Contract

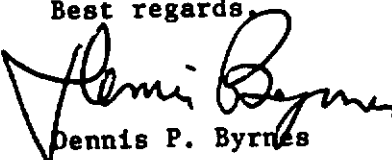
Dear Peter:

Attached for your review and approval is a revised version of the proposed contract between DDB Needham and Bermuda Department of Tourism.

I believe you will find that all changes, deletions, etc., requested in your December 27 memo have been accommodated.

If there are any questions or additional revisions, please let me know.

Best regards,


Dennis P. Byrnes

DPB:vfb
attachment

C: Jeff Saverine

RECEIVED
STANDARD
JAN 17 1990

December 1, 1989

Bermuda Department of Tourism
Attn: Peter Smith
P.O. Box HM 465
Hamilton HMBX, Bermuda

Gentlemen:

We hereby agree to serve as your advertising agency in accordance with the following terms:

1. AGENCY SERVICES

For the compensation provided for in Section 2 below, we will perform the following services (hereinafter referred to as "Basic Services") for you:

- (a) Study your business, analyze your present and potential markets.
- (b) Employ in your behalf our knowledge of the available media, undertake media planning and means which can profitably be used.
- (c) Formulate and recommend plans as needed.
- (d) Write, design, illustrate or otherwise prepare your advertisements, for newspapers, magazines, radio, television, trade papers or other appropriate media.
- (e) We will also:

(i) Order the space, radio or television time, or other means to be used for your advertising, endeavoring to secure the most advantageous rates available.

(ii) Check and verify insertions, displays, broadcasts or other means used, to such degree as is usually performed by agencies.

(iii) Audit and pay invoices for space, radio or television time, preparation and services.

(iv) Coordinate with your sales force to make your advertising more effective.

(f) We shall act as your agent with regard to the purchase of materials and services and media in your behalf.

(g) We will provide any of the services listed on the attached Schedule 1 at your request at the rate listed thereon, or if there is no rate listed, at a rate which you and we have agreed upon in writing. Said additional services are hereinafter referred to as "Additional Services."

2. COMPENSATION

In consideration of the services to be performed by us, you will compensate us in accordance with the following standard billing practice.

(a) Media Advertising-Space and Time

(1) For all media allowing an agency commission of at least 15%, we will bill you at the current published rate, to be adjusted where necessary to actual earned rates.

- (2) Where the media rates do not include agency commission, or where the commission is less than 15%, we will bill you on a basis which will yield us 15% of the gross amount you pay before cash discount.

(b) Media Adjustments

(1) If, in medium having a schedule of graduated rates, less space or time than contracted for is used, you will pay us the difference if any, between the amount due at the rate named in the contract and the amount due at the rate applicable to the quantity of space or time used, in accordance with such short rate payments as we may be obligated for in connection with your advertising.

(11) If, in a medium having a schedule of graduated rates, less space or time than contracted for is used, we shall refund to you any excess you may have paid us over the amount due at the rate earned in accordance with such refunds as may be made to us by media.

(c) Artwork, Production, etc.

You will pay us for the following items prepared or purchased for you pursuant to your authorization, at our cost, before deduction of cash discount, plus 17.65% of such cost:

(1) Artwork (such as semi-comprehensives, comprehensives, finished art, special but not rough layouts, storyboards) and mechanical production (photographs, photostats, typesetting and proofs, engraving, electrotypes, mats, mechanicals, printing and similar items).

(ii) Production cost for radio and television programs and commercials, motion pictures, slides and slide films.

(iii) Expenditures incurred in securing testimonials and the right to use names and/or likenesses of individuals (including talent session and reuse fees) and copyrighted material.

(iv) Jingles, musical arrangements and productions, recordings, special writers, production supervision, kine-scopes, film and video tape.

(d) Out-of-Pocket

(i) Travel.

You will reimburse us for travel expenses, accommodations, and per diem for trips to Bermuda of all our personnel authorized or requested by you. Per diem includes out-of-pocket costs for meals, local transportation, etc. but does not include agency fees.

(ii) Packaging, Shipping, Delivery and Communications.

All expenses incurred in connection with forwarding advertising material on your behalf (engraving, mats, recordings, extensive media cancellations) and special telephone, telegraph, cable, messenger and other message charges incurred to provide you with special information, or to meet emergency situations for which we are not responsible.

(e) Payments and Cash Discounts

In accordance with the generally recognized principle that an agency is not required to finance the advertising or activities of its clients, it is understood:

(1) Our invoices to you are payable by you on or before the due dates specified thereon.

(ii) Cash discounts received from media will be allowed to you provided payment is received by us on or before the date specified on our invoice, and provided there is not overdue indebtedness to us at the time of payment. No cash discount is allowed on our bills for materials and services purchased for you since such bills usually represent funds already disbursed by us.

(iii) Print production costs and charges for miscellaneous projects or jobs will be billed as agency incurs costs. Broadcast production costs will be billed 100% based on approved estimate during the month of production, with an adjustment to actual cost invoiced or credited within 60 days of completion of the commercial.

(iv) We reserve the right, in case of delinquency in your payments to us, to change the requirements as to terms of payment under this agreement.

(v) Effective April 1, 1990 if your payments to us are in arrears by more than thirty (30) days you will pay us interest on the outstanding balance at prime plus 1½%.

(f) Media Plans and Production Estimates

Media plans for proposed expenditures for advertising in publications, on radio and television, etc., and production estimates for proposed expenditure for costs and services related to the production of advertising and advertising materials will be submitted to you for your approval. Your approval shall constitute our authorization to enter into contracts and made purchased for your account.

3. GENERAL PROVISIONS

(a) You agree to place all advertising you may do, during the life of the agreement, through our agency.

(b) We agree to secure your approval of all expenditures in connection with your advertising. Only those persons so designated in writing by you will be considered authorized to approve media plans and production estimates.

(c) We will take every reasonable precaution to safeguard any and all of your property entrusted to our custody or control, but in the absence of gross negligence on our part or willful disregard by us of your property rights, we are not to be held responsible for any loss, damage, destruction or unauthorized use by others of such property and in no event shall we be responsible after one year from the date we are entrusted with such custody and control of such custody and control of such property.

(d) You reserve the right, in your own best interests, to modify, reject, cancel or stop any and all plans, schedules or work in progress; and in such event we shall immediately take proper steps to carry out your instructions but you agree to assume our liability for all authorized commitments, to reimburse us for all expenses incurred and to pay us any related services charges in accordance with the provisions of this agreement.

(e) Nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to media.

(f) We will endeavor to the best of our knowledge and ability to guard against any loss to you through failure of media or suppliers properly to execute their commitments but we shall not be held responsible for any failure on their part.

(g) You will indemnify us against any loss we may sustain as the result of any claim, suit or proceeding made or brought against us based upon assertions made for your products or services or about any products or services of your competitors in any advertising which we may prepare for you and which you approve before its publications or broadcasting, as well as for claims or suits arising out of the nature or use of your products or services. You will also indemnify us against any loss we may sustain resulting from any claim, suit or proceeding made or brought against us for use of any agency-produced commercials by your dealers or by anyone else, when such claim, suit or proceeding arises out of our obligations under the applicable union codes or contracts relating to the production of commercials.

(h) We expressly reserve the right to refuse to undertake any publication of any advertisement or article which, in our judgement, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to your interest or to ours.

(i) If you turn over any material prepared by us to divisions of your company or other distributors, such division's or distributor's use will be deemed use by you and we will be entitled to compensation pursuant to this agreement for such use, from you.

4. ADVERTISING OUTSIDE THE UNITED STATES OR BY OTHERS

If advertising created by us is used outside the United States and such advertising is not placed by one of our foreign offices or affiliates, or if advertising created by us is used by any of your dealers, distributors or any third party, anywhere, with you approval or consent and such advertising is not placed by one of our offices or affiliates, you will pay us the greater of the following two sums:

one-half the commission earned on such placement by such third party, or 7½% of the media costs for such advertising.

5. CREATIVE IDEAS

(a) If any of our creative ideas which are reduced to fixed or tangible form (including, but not limited to, trade marks, copyrights and patents) are used by you or your licensee after the term of this agreement, we will be entitled to compensation from you of one-third (1/3) of the compensation granted any other party.

6. TERMINATION OF AGREEMENT

(a) This agreement will become effective on December 1, 1989 and shall continue in full force and effect until terminated by either party on ninety days prior written notice given by either party or the other, and sent by registered or certified mail to the principal place of business of the party to whom such notice is addressed.

(b) The rights, duties and responsibilities of the agency and advertiser shall continue in full force and effect during this period of notice, including the placing of advertisements (irrespective of whether said advertisement was created by us or or by a third party) in any print media whose closing dates fall within the ninety-day notice period, and in any broadcast media whose date of broadcast falls within the ninety-day notice period. In addition, if any advertising created by us is used after such ninety day notice period, and such advertising is essentially in the form created by us, you will continue to pay us full commission on the media in which the advertising runs.

(c) Any uncancellable contract made on your authorization, and still existing at the expiration of the agree-upon interval following notice, shall be carried to completion by us and paid for by you unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

(d) Any materials, services, etc., we have committed ourselves to purchase for your account, with your approval (or any uncompleted work previously approved by you either specifically or as part of a plan), shall be paid for by you.

(e) Upon the termination of this agreement, we shall transfer, assign and make available to you, or your representative, all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising. We also agree to give all reasonable cooperation toward transferring, with approval of third parties in interest, all reservations, contracts and arrangements with advertising media, or others, for advertising space, broadcasting time, or materials yet to be used and all rights and claims thereto and therein upon being duly released from the obligation by you and such third parties.

(f) However, at termination, unused or unpublished advertising created by us shall remain our property, regardless of whether or not the physical embodiment of the creative work is in your possession in the form of copy, art work, plates, film, video tape, etc.

7. EXAMINATION OF RECORDS

You may at any time during the life of the contract, and upon reasonable notice, examine our files and records pertaining to the production and publishing of advertising created or placed for you.

8. APPLICABLE LAW

The terms of this agreement shall be subject to the laws of the State of New York, as applied to agreements made and to be performed entirely therein.

DDB NEEDHAM WORLDWIDE INC.

By _____

AGREED:

By _____

Schedule 1

Additional
Service Schedule

New Products

Ideas

Conselling

Marketing Strategy

Sales Promotion

Merchandising

Planning

Execution

Collateral Services

Point of Purchase and Header Cards

Brochures

Catalogues

Package Design

Trademark Development

Market Research

Design of Research

Supervision

Analysis

Product Research

Design

Supervision

Analysis

Public Relations

Direct Marketing

Special Meetings

Convention

Sales

Cooperative Advertising